

2022-EE0059A

GOVERNMENT OF PUERTO RICO

**DEPARTMENT OF EDUCATION
ASSOCIATE SECRETARY OF SPECIAL EDUCATION
Hato Rey, Puerto Rico**

**AMENDMENT TO CONTRACT BETWEEN THE
DEPARTMENT OF EDUCATION AND MCG AND THE ABLE CHILD AT THE
CENTRO MULTIDISCIPLINARIO DEL CARIBE, INC.**

AS PARTY OF THE FIRST PART: The Department of Education, represented in this act by the Honorable Atty. Eliezer Ramos Parés, in his capacity as Secretary of Education, of legal age, married and resident of San Juan, Puerto Rico, or by express delegation Atty. Jesús González Cruz in his capacity as Sub-Secretary of Administration, of legal age, married and resident of Corozal, Puerto Rico, hereinafter designated as **THE PARTY OF THE FIRST PART.**

AS PARTY OF THE SECOND PART: MCG and the Able Child at Centro Multidisciplinario del Caribe, Inc., a for profit Corporation, organized under the laws of the Commonwealth of Puerto Rico and in compliance with the provisions of the Corporations Act, with principal offices located at Plaza Cupey Gardens 200, Cupey Gardens Ave., Suite 6W, San Juan, Puerto Rico, represented herein by Alfredo Pedro Gotay Zorilla in his capacity as Executive Director, of legal age, married and resident of Trujillo Alto, Puerto Rico, hereinafter designated the **PARTY OF THE SECOND PART.**

STATE

The Department of Education, in the exercise of the faculties that have been conferred to it by Law 85-2018, as amended, known as the "Ley de Reforma Educativa de Puerto Rico", by the Constitution of the Government of Puerto Rico and by the laws that it administers, contracted the PARTY OF THE SECOND PART to offer services related to and to attend the needs of evaluations and therapies of the handicapped students at the Educational Regions of Arecibo, Bayamón, Caguas, Humacao, Mayagüez, Morovis and San Juan. This contract has an effectiveness from January 3, 2022 to June 30, 2022 and has an amount assigned of **One Million Dollars (\$1,000,000.00).**

The Department of Education, considering what is previously stated, requires to amend the contract to the effect of assigning additional funds and to extend the effective term up to **September 30, 2022**.

BOTH PARTIES agree to amend the professional service contract of provider of evaluation and therapies number 2022-EE0059, formalized on December 14, 2021, pursuant to the following:

CLAUSES AND CONDITIONS

FIRST: The "**SIXTEENTH CLAUSE**": **COMPENSATION AND RESOURCES TO PAY THE SERVICES**" is amended to read as follows:

"SIXTEENTH CLAUSE": COMPENSATION AND RESOURCES TO PAY THE SERVICES. The parties agree the following with regard to the method of payment of fees:

- I:** The **PARTY OF THE FIRST PART** will pay **THE PARTY OF THE SECOND PART** for the services rendered through this contract an additional amount of **One Million Four Hundred Eighty Thousand dollars (\$1,480,000.00)** for a new maximum of **Two Million Four Hundred Eighty Thousand Dollars (\$1,480,000.00)** according to the rates established by the **PARTY OF THE FIRST PART**, which are detailed in Exhibit III (Rate Sheet) and within the budgetary amount established by the **PARTY OF THE FIRST PART**. Under no concept will the **PARTY OF THE SECOND PART** bill the **PARTY OF THE FIRST PART** nor the student, its parents or persons in charge, an additional amount to the rate established in this contract. The **PARTY OF THE FIRST PART** reserves the right to adjust the rates established according to the availability of the funds during the effective term of this contract. All this will be subject to the availability of funds. The **PARTY OF THE FIRST PART** will not be responsible for any overdraft incurred by the **PARTY OF THE SECOND PART**, which exceeds the funds separated by this contract.
- II:** The fees established in the preceding sub-clause will be paid by the **PARTY OF THE FIRST PART** in expired monthly installments, prior presentation of a monthly bill for each educational region through the On-Line Billing System and using the forms provided by the Assistant Secretary of Special Education pursuant to the proceedings provided by Attachments I and II that form part of this contract.
- III:** The intervention services will be offered as provided in the Guideline for the Provision of Related Services, 2021-2022, Exhibit I. Those that are offered under

the Complementary Collaborative model will be billed according to the rates established by **THE PARTY OF THE FIRST PART**, considering that, during the tie limit destined to this model, the specialist may offer different services, such as: consulting, intervention integrated to the classroom, individual, group and other therapies, as appropriate.

- IV:** The services rendered under this contract will be paid from the Item of Professional and Consulting Services. Account Numbers **2021-E1290-272-01116000-06F-0081-H027A20000B (\$1,000,000.00)** and **2021-E1290-272-01116000-06F-0081-11027A200003E (\$480,000.00)** or other amount of an account that has the funds to pay the services. The services to be billed under this figure of account are described in the Guideline for the Presentation and Validation of Invoices (Exhibit IV). Said funds will be assigned through the document Separation of Funds for Contracts of Professional and Consulting Services. In the case there are identified other account figures after there is assigned the nomenclature of the account figures under the financial system used by the Department of Education, there will proceed to be amended in the document of Separation of Funds for Contracts of Professional and Consulting Services, and the contract will not have to be amended will not have to be amended to this effect.
- V:** The **PARTY OF THE FIRST PART** may authorize the payment of another type of evaluation, not considered in this contract, or any necessary service rendered under the present contract, through a special rate, without exception, when there are special circumstances not contemplated in the services contracted. This will be possible through a written authorization of the **PARTY OF THE FIRST PART** that details the nature of the service required, the amount to be paid for the same and the reasons to consider it through exception. The authorizations via exception will require the signature of the authorized representative of the ASSE.
- VI:** When the **PARTY OF THE SECOND PART** cannot continue serving a student admitted, it will be the responsibility to pay, for the rest of the school year, any difference, if any, in the cost of said service, when the **PARTY OF THE FIRST PART** identifies a provider that can provide the same, when it is at a higher cost. Any difference will be deducted from the payment for services that corresponds to the **PARTY OF THE SECOND PART**.
- VII:** The **PARTY OF THE FIRST PART** will pay the **PARTY OF THE SECOND PART**, the services offered through this contract prior presentation of a monthly bill for

each educational region duly accompanied by the reports and documents required for the billing, as established in the Guideline for the Presentation and Validation of Bills. Exhibit IV.

- VIII:** The **PARTY OF THE SECOND PART** will submit the bills through the On Line Billing System according to the procedure established for this or any other procedure established by **THE PARTY OF THE FIRST PART**. The **PARTY OF THE SECOND PART** will be responsible for the veracity and correction of the information provided in the On Line Billing System. Once the On Line Billing System is available and operational, the **PARTY OF THE SECOND PART** will certify that it has been given the documentation and/or User Manual of the Provider for the Use of the On Line Billing System. This section will enter into effect when the **PARTY OF THE FIRST PART** establishes and commences to operate the On Line Billing System.
- IX:** The bills will be presented no later than twenty (20) days after there has elapsed the month in which the services were provided. A penalty of three percent (3%) of the amount of the bill will be applied to any bill delivered thirty (30) days after having the services been offered.
- X:** The **PARTY OF THE FIRST PART** will deduct from the **PARTY OF THE SECOND PART** the amounts for fines, penalties, sanctions or any other cause contemplated in this contract. These deductions will be applied directly in the payment of the next bill of the **PARTY OF THE SECOND PART** that corresponds for payment.
- XI:** The **PARTY OF THE SECOND PART** reserves the right to make changes in the billing procedure at any time during the effective term of this contract.
- XII:** The bill must include the following certification:

"Under penalty of absolute nullification, I certify that no public server of the **PARTY OF THE FIRST PART** is part of or has any interest in the earnings or benefits product of the contract and, if a party of or has an interest in the earnings or benefits product of the contract, there has been a prior dispensation. The only consideration to provide the goods or services object of the contract, has been the payment agreed with the authorized representative of the **PARTY OF THE FIRST PART**. The amount of this bill is fair and correct. The work has been performed, the products have been delivered, and the services have been rendered and no payment has been

received for the same. The PARTY OF THE FIRST PART reserves the right to make changes in the billing procedure."

SECOND: Clause "**EIGHTEENTH: EFFECTIVE TERM**" is amended to read as follows:

"EIGHTEENTH: EFFECTIVE TERM: This amendment will enter into effect as of the date in which both parties sign and will be in effect until **September 30, 2022**. Nevertheless, the **PARTY OF THE FIRST PART**, at its entire discretion and for any motive, may terminate the contract through written notice to the **PARTY OF THE SECOND PART**, with thirty (30) days in advance of the date in which it desires its termination, without the right to any additional compensation, except what was earned under the same up until that date. Nevertheless, the requirement of prior notification will not be applicable when:

1. against the **PARTY OF THE SECOND PART** or any of its stockholders, partners, officers, principals, employees, subsidiaries or parent companies there is determined probable cause for arrest or they are convicted for any crime against the treasury, the faith, and the public function; against the governmental exercise; or that involves public funds or property in the federal or state environment.
2. the **PARTY OF THE SECOND PART** or any of its stockholders, partners, officers, principals, employees, subsidiaries or parent companies incur in negligence or abandonment of duties or do not comply with the present contract.
3. when the **PARTY OF THE FIRST PART** understands that there exists an extraordinary fiscal situation that warrants an immediate reduction of expenses".

THIRD: The other clauses and sections of the contract will remain unaltered. This amendment will be subject all the time to the laws of the Commonwealth of Puerto Rico and will be interpreted according to the same.

In witness whereof, the contracting parties sign this amendment obligating themselves formally to its faithful compliance, in Hato Rey, Puerto Rico, today the 15th of March of 2022.

s/illegible
Atty. Eliezer Ramos Parés
Secretary of Education
Employer Social Security #660-43-3481

s/illegible
Alfredo Pedro Gotay Zorrilla
Executive Director
MCG and the Able Child at Centro

PARTY OF THE FIRST PART

Multidisciplinario del Caribe, Inc.
Employer Social Security # 660-47-1733

PARTY OF THE SECOND PART

OR BY EXPRESS DELEGATION

Atty. Jesús González Cruz
Undersecretary of Administration

DEPARTMENT OF EDUCATION

Submitted by: s/illegible
Dr. Jessica Díaz Vázquez
Interim Associate Secretary
Associate Secretary of Special Education

Date: MARCH 10, 2022

Legal Review

By: s/illegible

Date: Mar/11/2022